

UNITED STATE BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: :
: Chapter 11
RANDALL'S ISLAND FAMILY GOLF : Case Nos. 00-B-41065 (SMB)
CENTERS, INC., et. al., : through 00-B-41196 (SMB)
: (Jointly Administered)
Debtors. :
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AFFIDAVIT IN SUPPORT OF DEBTOR'S MOTION FOR APPROVAL OF
A COMPROMISE AND SETTLEMENT WITH EQR-DEER RUN VISTAS, INC.

STATE OF NEW YORK)
:ss.:

COUNTY OF NEW YORK)

Keith F. Maxfield, Senior Real Estate Counsel of Family Golf Centers, Inc., duly
sworn, deposes and says:

1. I am Senior Real Estate Counsel of Family Golf Centers, Inc. Greenville Family Golf Centers, Inc. ("Greenville FGC") is a wholly owned subsidiary of Family Golf Centers, Inc.
2. On March 31, 1999, EQR-Deer Run Vistas, Inc. ("Plaintiff") filed a lawsuit against Greenville FGC and certain other defendants (styled EQR-Deer Run Vistas, Inc. v. Clarence Ray McNeil, et al, Case No. 99-CP-23-1391, State of South Carolina, County of Greenville, Court of Common Pleas) (the "Lawsuit").
3. Plaintiff is the owner of the Mallard Cove Apartments in Greenville, South Carolina. From September, 1997 through October, 2000, Greenville FGC operated a golf course known as Greenville Family Golf Center (a/k/a Cross Winds Golf Club). The golf course is on property located above the Mallard Cove Apartments.
4. Plaintiff alleged in its complaint that Greenville FGC and the other defendants are responsible for the buildup of sediment in a lake on the Mallard Cove property. Specifically, the Plaintiff alleged that (i) Greenville FGC failed to take sufficient action to remedy erosion around the storm water drainage system located on the golf course, and (ii) such failure caused sediment to dump into the nearby creek which flows into the lake on Plaintiff's Mallard Cove property.
5. Plaintiff's complaint requested, inter alia, a judgment against Greenville FGC and the other defendants, jointly and severally, for actual damages and punitive damages. Plaintiff alleged actual damages in the amount of \$380,745.45 based upon a report prepared by Plaintiff's expert.

6. Plaintiff has agreed to settle its claim against Greenville FGC in exchange for a payment of \$37,500. Greenville FGC's insurance carriers, Crum & Foster Insurance and St. Paul Fire and Marine Insurance Company, have agreed to pay the \$37,500 to Plaintiff.
7. I am generally familiar with the allegations in the Lawsuit and have consulted with Greenville FGC's local counsel who has visited the site and who has conducted a detailed investigation and analysis of the Plaintiff's claims. Based upon such consultation, I find that there may be some support for the Plaintiff's damage claims, although I believe Plaintiff's calculations significantly overstate the actual amount of damage. I believe that after a full trial the liability for this claim, together with the attorney's fees to defend the Lawsuit, could approximate or be more than the settlement amount. Therefore, based on the foregoing and the fact the modest settlement proposal is less than 10 percent of the Plaintiff's alleged actual damages, I believe this Settlement is reasonable.

Keith F. Maxfield

Keith F. Maxfield
Senior Real Estate Counsel

Sworn to before me this
29th day of March, 2001

Pamela S. Charles

Pamela S. Charles
Notary Public, State of New York
No. _____

Qualified in Suffolk County
Commission Expires _____

PAMELA S. CHARLES
Notary Public, State of New York
No. 02CH4989454
Qualified in Nassau County
Commission Expires July 16, 2002